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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

BOARD OF TRUSTEES OF THE
ELECTRICAL WORKERS HEALTH AND
WELFARE TRUST; BOARD OF
TRUSTEES OF THE ELECTRICAL
WORKERS PENSION TRUST; AND
BOARD OF TRUSTEES OF THE LAS
VEGAS ELECTRICAL JOINT
APPRENTICESHIP AND TRAINING
TRUST FUND,

Plaintiffs,

vs.

ANYTIME ELECTRIC, INC., a Nevada
corporation,

Defendant.

Case No.

COMPLAINT

Plaintiffs allege:

1. This action arises under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §§ 1001-1500 and the Court has original jurisdiction pursuant to 29 U.S.C. § 1132(e). Venue is proper pursuant to 29 U.S.C. § 1132(e)(2).

2. The Plaintiffs are the Boards of Trustees of the Electrical Workers Health and Welfare Trust, the Electrical Workers Pension Trust, and the Las Vegas Electrical Joint

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1 Apprenticeship and Training Trust Fund (collectively referred to as “Trust Funds”) and are
2 fiduciaries for purposes of ERISA

3 3. Anytime Electric, Inc., a Nevada corporation (“Anytime Electric”), acted as an
4 employer within the State of Nevada employing persons (“Covered Employees”) who perform
5 work covered by collective bargaining agreements (“CBA”) between Anytime Electric and the
6 Local Union No. 357 of the International Brotherhood of Electrical Workers.

7 4. The Trust Funds are ERISA employee benefit trust funds that provide benefits to
8 Covered Employees.

9 5. The CBAs incorporate by reference the Trust Agreements establishing the Trust
10 Funds (“Trust Agreements”).

11 6. Pursuant to ERISA, the CBAs and the Trust Agreements, Anytime Electric is
12 obligated to make its books and records available for contract compliance review (“Audit”).

13 7. Anytime Electric has failed to respond to the Trust Funds’ requests to make its
14 books and records available for Audit.

15 8. The Trust Funds have insufficient facts, records or information available to
16 calculate amounts due.

17 9. If an employer signatory to a CBA fails to make its books and records available for
18 an Audit, the Trust Agreements and the Trust Funds’ Collection Policy and Procedures permit the
19 Trust Funds to presume contributions owed.

20 **FIRST CLAIM FOR RELIEF**
Equitable Relief – Anytime Electric, Inc.

21 10. Paragraphs 1 through 9 are restated and incorporated by reference.

22 11. The Trust Funds have repeatedly requested that Anytime Electric make its books
23 and records available for an Audit as required by ERISA, the CBAs and the Trust Agreements.

24 12. Anytime Electric has repeatedly refused to make its books and records available.

25 13. The Trust Funds request this Court compel Anytime Electric to deliver or make
26 available to the Trust Funds all papers and documentation necessary to permit the Trust Funds or
27 their designee to perform an Audit.
28

SECOND CLAIM FOR RELIEF

ERISA Delinquent Contributions – Anytime Electric, Inc.

14. Paragraphs 1 through 13 are restated and incorporated by reference.

15. Anytime Electric has failed to meet its obligations to remit employee benefit contributions to the Trust Funds as set forth in the CBAs and Trust Agreements.

16. As a result of its delinquency, Anytime Electric is liable to the Trust Funds for unpaid contributions, interest, liquidated damages, audit fees and attorneys' fees.

WHEREFORE, Plaintiffs pray for relief as follows:

1. For an Order compelling Anytime Electric, Inc., to deliver or make available to the Trust Funds all papers and documentation necessary to permit the Trust Funds or their designee to perform an Audit;

2. A judgment against Anytime Electric, Inc., for damages, including delinquent employee benefit contributions, interest, liquidated damages, and attorneys' fees and costs;

3. For other equitable relief as provided by ERISA; and

4. For such other and further relief as the Court deems proper.

Dated: November 29, 2017.

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